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Contract Database Metadata Elements

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

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Champion, Town Of And Teamsters
Local 687

ORIGINAL ^{TO}
(BC)

ARTICLES OF AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

TOWN OF CHAMPION

10 North Broad Street
Carthage, New York 13619

Jefferson County

RECEIVED ^{1/14/2002}

EXPIRATION: 12/31/2004

AUG 27 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8 employees

THIS AGREEMENT entered into this 23rd day of January, 2002, by and between the TOWN OF CHAMPION in Jefferson County (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL 687, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employees to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the fourteenth day of January, 2002, and running through the 31st day of December 2004 inclusive, for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees as hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of election, said unit being agreed upon to be described as follows:

"Highway department employees consisting of MEO'S, laborers, and also, the working foremen. Specifically excluded are all clerical employees, professional employees, guards, supervisors, temporary employees and any seasonal or part-time employees."

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto agree to enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

1. The Union agrees to represent all employees in the bargaining unit. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made.
2. An full-time employee within the probationary period of twenty-six (26) weeks may be discharged or disciplined at the sole discretion of the Employer, without recourse.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, observing working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule by the Union's request. All such visitations shall be upon reasonable verbal notice to the Highway Superintendent.

ARTICLE 5: MANAGEMENT RIGHTS

The right to hire, promote, discharge, layoff, or discipline for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, management reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operation methods, process and means of operation are recognized by the Union as being the sole and exclusive responsibility of the management.

MUTUAL INTEREST: Furthermore it is agreed that the Highway Superintendent and the bargaining unit employees shall treat each other with mutual respect.

ARTICLE 6: BULLETIN BOARDS

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union at such location and of such size as determined by the Employer.

ARTICLE 7: SENIORITY

The principles of seniority shall prevail at all times. In case of a layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee.

After working twenty-six (26) weeks, an employee hired as a full-time employee shall be placed on the seniority list as of the first day of employment.

The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

When the Employer deems it appropriate to lay off any employee, including probationary, seasonal, temporary, part-time, or contract hiree, such employee may be laid off without notice to the Union. Any employee on the seniority list shall be laid off in accordance with the seniority provisions hereinafter set forth in Article 19.

If an employee is hired as a part-time or seasonal employee and is offered and accepts employment on a full-time basis by the Employer, the Employer shall count as the probationary period the time of his employment and any of the following statuses: part-time, temporary, or seasonal, and shall place him on the seniority list when the twenty-six (26) weeks has been completed from the earliest date he began employment with the Employer.

ARTICLE 8: JOB STEWARDS

The Employer recognizes the right of the Union to designate a Shop Steward and the Union shall notify the Employer of the designation in writing.

The authority of Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information:
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

The Employer recognizes these limitations upon the authority of Job Stewards. The Steward shall not be laid off or discharged without notifying the Union business agent in writing.

ARTICLE 9: ARBITRATION AND GRIEVANCE PROCEDURE

Section 1: A grievance shall be the matter involving the interpretation or application of this contract and shall be subject to the following procedure:

Step 1: A grievance shall first be raised orally by the employee with or without Union representation, to the Town of Champion Highway Superintendent. A review of the grievance shall be held and a reply given ten (10) working days from the time of its initial presentation.

Step 2: Any grievance unresolved by Step 1 shall be reduced to writing, signed by the employee or his/her Union representative, and submitted to the Town of Champion Highway Superintendent, within ten (10) working days following the receipt of the written grievance, the Highway Superintendent shall reply in writing to the aggrieved employee and the Union Representative.

Step 3: If the grievance is not resolved in Step 2, the grievance may be appealed to the Town Board of the Town of Champion at their next scheduled board meeting. A written reply shall be mailed or delivered by the tenth (10th) work day following the review of the grievance.

Step 4: ARBITRATION: If any grievance or dispute cannot be satisfactorily settled in Step 3, then the grievance shall be submitted by either party to the New York State Public Employment Relations Board and an arbitrator shall be selected by the parties from the panel. The arbitrator shall hear the case, the parties shall have the right to have a transcript made of the hearing. The cost of the transcript shall be borne upon the parties. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision. The parties may mutual request expedited handling of any grievance(s).

Section 2: If it is mutually agreed by the parties of this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

Section 3: Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change or alter any terms of this Agreement. In the event that he does, such decision shall not be binding upon either party.

ARTICLE 10: DISCIPLINARY ACTION

No employee having gained seniority shall be suspended or discharged without just cause.

Any employee discharged must be paid in full for all wages owed him by the Employer including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

ARTICLE 11: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one-hundred and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

In the event there is any submission to any third party, the terms and conditions of this Contract shall continue in effect without change until a successor Agreement is ratified by both parties hereto.

ARTICLE 12: HOLIDAYS

Employees shall be paid for eight (8) holidays. The holidays are:

New Year's Day
Good Friday
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

To receive holiday pay the employee must meet all of the following eligibility rules:

a) Laid off employees shall not be eligible for holiday pay. Employees on the seniority list shall receive eight (8) hours pay for each holiday specified not worked at the regular straight time hourly wage rate. It is understood that holiday pay shall be ten (10) hours pay when the normal work day is ten (10) hours.

Employees eligible for holiday pay who work on the holiday shall receive in addition to holiday pay, time and one half for the hours actually worked. Employees shall have the option of choosing overtime pay or compensatory time.

When one of the above specified holidays falls within an eligible employees approved vacation period, and he is absent from work during his regularly scheduled work week, because of such vacation, he shall be paid for such holiday or have an additional day of vacation.

In applying the holiday pay procedure, when any of the above specified holidays fall on Sunday and the following day is observed as the holiday by the Federal Government, such day shall be considered as the holiday for the purpose of this Section.

ARTICLE 13: VACATIONS

The vacation period will be from January 1 through December 31 of each year.

Two employees may request vacations during the same week between April 1st and October 31st. From November 1st through March 31 only one employee may request vacation in any given week.

Vacations may be taken no less than two (2) days at a time.

Vacation pick will be by seniority. Requests for vacation time will not be unreasonably denied, and once vacation has been approved, it may not be rescinded within seven (7) days before the requested start time except in cases of emergency.

There will be a shut-down the 1st calendar week of July in which July 4th falls each year. Employees have the option of using vacation time during this shut-down.

When any of the specified holidays fall on Sunday and the Federal Government observes the following day as the holiday such day will be considered as a holiday for the purpose of this Section. If any of the specified paid holidays fall on Saturday and the Federal Government observes the previous day as the holiday, such day will be considered as a holiday for the purpose of this Section.

Vacation overtime - if an employee is called into work when on scheduled vacation, the employee will be paid 1 1/2 times his hourly rate for actual hours worked and has option of either another day in lieu of or being paid for the day.

Employees earn vacation on the anniversary date of employment according to the following schedule:

Hire Date	40 hours
After 4 years	80 hours
After 15 years	120 hours
After 20 years	160 hours

ARTICLE 14: NON-DISCRIMINATION CLAUSE

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color religion, sex, national origin or age (between the year's 40 to 70), marital status, Vietnam era and/or disabled veterans or handicapped person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between 40 to 70), martial status Vietnam era and/or disabled veterans or handicapped persons.

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 15: SICK LEAVE/PERSONAL TIME

All employees shall receive seventy-two (72) hours each contract year except new hires who will be pro-rated.

Employees may accumulate three hundred twenty (320) hours sick leave time.

Said benefit days may be taken in 1/2 day increments.

Requests for personal days will be made no later than 24 hours before request begins except in cases of emergency.

The Employer or Highway Superintendent will request a physician's statement if an employee is out more than three (3) consecutive days.

Any employee calling in to report illness must contact the Employer prior to the commencement of the working hours.

Any unused sick leave up to a maximum of eighty (80) hours, may be "sold back" to the employer at a 50% rate for each day. Such "sale" is at the employee's option and only will occur when an employee breaks service.

Personal time shall not be considered as time worked for overtime purposes.

ARTICLE 16: FUNERAL LEAVE

Employees are entitled to up to three (3) days off from regular scheduled working hours with pay in the event of the death of the employee's siblings, current in-laws, grandparents, spouse, children, and parents. Bereavement leave must be authorized by the immediate supervisor.

ARTICLE 17: HEALTH AND HOSPITAL

The employer agrees to provide for all full-time Highway Department employees the Town of Champion coverage which will be paid by the employer at one-hundred percent (100%). Effective January 1, 2003, the Town agrees to participate in the Teamsters Health and Hospital Fund with the Town paying one-hundred (100) percent of the cost.

ARTICLE 18: PENSION & RETIREMENT

The Town will continue the N.Y.S. Employees Retirement Plan and the Deferred Compensation Plan.

ARTICLE 19: JURY DUTY

Employees required to attend jury duty shall be paid their full wages.

ARTICLE 20: UNIFORMS AND SHOE ALLOWANCE

Uniforms will be provided to the employees of the Town Highway Department in the amount of five changes of clothing per work week.

All non-probationary employees shall be reimbursed for the actual cost of shoes not to exceed one hundred (100) dollars per calendar year.

ARTICLE 21: WAGES AND WORKING CONDITIONS

Wages will be paid at the following schedule:

	Jan. 14, 02	Jan. 1, 03	Jan. 1, 04
M.E.O.	\$11.49	\$11.84	\$12.14
LABORER	10.49	10.84	11.14
FOREMAN	11.99	12.34	12.84
PROBATIONARY	9.50	9.85	10.15

The normal work week for MEO's, Laborers, Working Foreman and other persons specified in Article 1 shall be five (5) eight (8) hour days plus one half (1/2) hour unpaid period for lunch, Monday through Friday inclusive. The employees within the unit as defined in Article 1 shall be guaranteed a minimum of forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the hourly rate. The normal hours shall be from 7:00 a.m. to 3:30 p.m. except May to October when the hours shall be Monday through Thursday 6:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid period for lunch.

The Employer agrees to give all seniority status employees being laid off one (1) weeks notice, except in case of emergency such as fire, flood, storm, explosion, power failure or war. In the event the Employer fails to give at least one (1) weeks notice to the employee of the layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) weeks salary.

The employee agrees to give the Employer one (1) weeks written notice of the termination of employment and in the event that he fails to give such notice, he forfeits any right to unused vacation.

All employees shall be paid on a bi-weekly basis.

Employees shall receive two (2) hours pay for a call-in.

Employees refusing to operate equipment which has been "red-tagged" shall not be subject to disciplinary action. Authorization to Red-Tag equipment rests with the Union Steward.

Town Highway Department employees shall receive a night differential in the amount of forty (\$.40) cents per hour for hours worked between 9:00 PM and 5:00 AM. The night shift shall be manned by all employees on a rotating schedule.

Town Highway Department employees will receive longevity pay in the amount of five (\$.05) cents per hour beginning after twenty years of full-time service, and increasing by an additional five (\$.05) cents per hour after twenty-five (25) years of full-time service.

ARTICLE 22: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differences and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 23: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York.

ARTICLE 24: LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 25: POLICIES AND PROCEDURES

All policies and procedures as contained in the Town of Champion Policy and Procedure Manual which do not conflict with this labor agreement will remain in effect.

ARTICLE 26: DURATION

This contract will remain in effect and binding on the parties and shall continue in full force and effect from January 14, 2002, to and including the 31st day of December, 2004. No Article, Section or Sub-section of the contract shall be considered to be retroactive and only those items specifically included in this document shall be binding on the Employer or its agents.

In the event there is a submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties hereto.

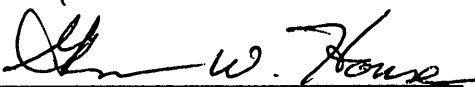
IN WITNESS WHEREOF, we have hereunto affixed our signatures this 23rd day of January 2002.

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York 13676

TOWN OF CHAMPION
10 North Broad Street
Carthage, New York 13619


Business Agent


Supervisor


Union Steward